

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF TEXAS
TYLER DIVISION**

**WESLEY PITTMAN and SHAUN
PITTMAN, Individually and on Behalf of
All Others Similarly Situated,**

Plaintiffs,

v.

**MCCLAIN'S R.V., INC., MCCLAIN'S
R.V. SUPERSTORE NORTH DALLAS,
INC., MCCLAIN'S LONGHORN RV,
INC., LARRY MCCLAIN, and NATHAN
MCCLAIN,**

Defendants.

§
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§
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§ **CIVIL ACTION NO. 6:12-cv-**
§ **00037-MHS**
§
§ **JURY TRIAL DEMANDED**

NOTICE OF FILING ANSWERS TO COURT'S INTERROGATORIES

Pursuant to the Court's April 12, 2012, Scheduling Order (FLSA Case), Plaintiff
SHAUN PITTMAN files and serves the following Responses to Court Interrogatories to
Plaintiff.

Respectfully submitted,

ALAGOOD & CARTWRIGHT, P.C.

/s/ Brian T. Cartwright
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ATTORNEYS FOR PLAINTIFFS

CERTIFICATE OF SERVICE

This is to certify that on May 1, 2012, I electronically transmitted the foregoing document to the Clerk of Court using the ECF system of filing, which will transmit a Notice of Electronic Filing to the following counsel for Plaintiff, an ECF registrant:

John B. Brown
Ogletree, Deakins, Nash, Smoak & Stewart, P.C.
Preston Commons West, Suite 500
8117 Preston Road
Dallas, TX 75225

/s/ Brian T. Cartwright
Brian T. Cartwright

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF TEXAS
TYLER DIVISION

WESLEY PITTMAN and SHAUN	§	
PITTMAN, Individually and on Behalf of	§	
All Others Similarly Situated,	§	
	§	
Plaintiffs,	§	
	§	
v.	§	CIVIL ACTION NO. 6:12-cv-
	§	00037-MHS
MCCLAIN'S R.V., INC., MCCLAIN'S	§	
R.V. SUPERSTORE NORTH DALLAS,	§	JURY TRIAL DEMANDED
INC., MCCLAIN'S LONGHORN RV,	§	
INC., LARRY MCCLAIN, and NATHAN	§	
MCCLAIN,	§	
	§	
Defendants.	§	

**PLAINTIFF SHAUN PITTMAN'S RESPONSES
TO COURT INTERROGATORIES TO PLAINTIFF**

Pursuant to the Court's April 12, 2012, Scheduling Order (FLSA Case), Plaintiff SHAUN PITTMAN files and serves the following Responses to Court Interrogatories to Plaintiff:

1. During what period of time were you employed by the Defendant? *Corinth: 11/09 to 10/10; Sanger: 9/11 to 11/11*
2. Who was your immediate supervisor? *Corinth – Fred Pollard, Mike Simmons, Bill Retherford and Ricky Clay; Sanger – Bobby Thatcher*
3. Did you have a regularly scheduled work period? If so, specify. *Monday – Friday 8 am to 5 pm; 1 Saturday a month (rotated between Techs)*
4. What was your title or position? Briefly describe your job duties. *Corinth: Pre Delivery & Inspection Technician (PDI Tech) pre-delivery inspections of units sold, new unit check ins, maintenance, filled propane tanks, customer show outs and hitch work; Sanger: Service Technician diagnosed and repaired RVs and repaired units per insurance estimates*
5. What was your regular rate of pay? *\$17.00/per hour*

6. Provide an accounting of your claim, including:

Flat Rate Jobs/Warranty Jobs

Auto mechanics and auto body painters all have a "flat rate manual" which are known and printed books (our manual is written by a technician and cost \$350.00) that jobs are paid by accordingly regardless of punch times. I was told our manual was just a reference, that they "the company a/k/a McClain's" could charge the customer and pay employees what they wanted. So, if you had a job say to replace a water heater and the manual says 2 hours you would be only be paid for 1 ½ hours. If this job took you longer (for whatever reason) you would receive a "back flag", which resulted in a deduction of hours from your paycheck. If this job ran into overtime you were not paid time and half and you did not sign for the payroll deduction.

Estimate Jobs

Working flat rate by estimate, you did not get to write the estimate a supervisor did. When a job was not completed by the estimated time you were required to complete the job and not be paid for however long that took. When it ran into over 8 hours or 40 hours you were not paid overtime no matter how long it took to complete the job. However, McClain's kept record of this overage and the customer was charged accordingly.

In cases where you completed the estimate job before the estimate time you were suppose to get paid the full estimate amount which are called "up flag". However, McClain's would keep approximately ½ or more of those up flag hours and put into TECH #100 keeping the money in the "shop" because there was no TECH #100. Your employee number is your tech number.

Shop Shift Hours

At times when the shop was really busy and could not keep up with the workload you would be required to work 10-12 hours per day and not paid overtime for anything over 8 hours or 40 hours.

- (a) Dates *all dates approximate: Corinth: Flag Sheet/Flat Rate: 11/09-*

10/10; Sanger: Flat Rate: 9/11 to 11/11

- (b) Regular hours worked *Monday – Friday 8 am to 5 pm w/ 1 Saturday a month (mandatory) 9 am to ? (varied)*

- (c) Over-time hours worked - *Summer months: Monday – Friday 7am to 8am and 5 pm to 7 pm, Saturday 9 a.m. to ? (varied) and anytime a customer show out was scheduled late*
 - (d) Pay received versus pay claimed - *Approximate 60/40 without adequate punched time records maintained by McClains*
 - (e) Total amount claimed - *Approximately \$12,000.00*
7. When did you (or your attorney) first complain to your employer about alleged violations of the FLSA? *Approximately 8/10*
8. Was this complaint written or oral? (If a written complaint, please attach a copy).
Oral
9. What was your employer's response? (If a written response, please attach a copy).
That was McClain's policy, if more hours were needed than I needed to work harder.


SHAUN PITTMAN

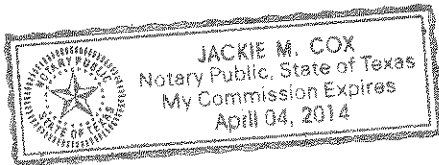
STATE OF TEXAS

COUNTY OF DENTON

BEFORE ME, the undersigned authority, on this day, personally appeared SHAUN PITTMAN, who being first duly sworn, deposes and says that he has read the foregoing Answers to Interrogatories, knows the contents of same, and to the best of his knowledge and believe, the same are true and correct.

SWORN TO AND SUBSCRIBED before me on this 27 day of April, 2012.

NOTARY PUBLIC



Jackie M. Cox
Notary Public, State of Texas

Print Name: Jackie M. Cox

Commission Expires: April 4, 2014